

# EXHIBIT 2

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서울시 서초구 서초중앙로 153

(서울빌딩 2층)

[별지 제41호서식]

공증  
인가

법무법인 유일

(전화) 02-567-4377

(팩스) 02-563-8181

Registered No. 2016 - 680

# NOTARIAL CERTIFICATE

YUIL LAW & NOTARY OFFICE Inc.

153, Seochojungang-ro,  
Seocho-gu, Seoul, Korea





**Seongnam Branch, Suwon District Court**

**Decision on Recommendation of Compromise**

Case	Case Seoul Central District Court 2014 Ga Dan 8867 Loans
Plaintiff	Korea Deposit Insurance Corporation, Trustee in Bankruptcy for the Bankrupt Tomato Savings Bank, Co., Ltd. 33 Da-dong, Jung-gu, Seoul Place of Service 3rd Floor, 2476 Sinheung-dong, Sujeong-gu, Seongnam-si Representative President Ju Hyeon Kim
Defendant	Tae Sung Kim (701004-5100277 ) #1105 Daewu Composite Building, 167 Naesu-dong, Jongno-gu, Seoul Place of Service #6-703, 164 Hyoryeong-ro, Seocho-gu, Seoul (Bangbae-dong, Sindongah Apartment)

For a fair resolution of the above case, in consideration of the interests of the litigants and other relevant circumstances, the Court decides as follows.

**Decision**

1. The Debtors shall jointly and severally pay to the Creditor KRW 1,460,000,000 and the following interests: the interest accrued from KRW 933,100,000 thereof from August 28th 2011 to August 31st 2011 at the rate of 12% per year, and from the following date to the date of full repayment at the rate of 25% per year; the interest accrued from KRW 333,700,000 thereof from August 4th 2011 to August 31st 2011 at the rate of 13% per year and from the following date to the date of full repayment at the rate of 25% per year; and the interest accrued from KRW 193,200,000 thereof from August 29th 2011 to August 31st 2011 at the rate of 13% per year and from the following date to the date of full repayment at the rate of 25% per year. However, the liability of the Defendant is limited to KRW 13,695,000,000.
2. Each Party shall be liable for the litigation expenses incurred.

**Indication of Claims:**

Purpose of Claim  
Same as indicated in Decision 1 above.  
Cause for Claim  
Same as indicated in the attachment.



**Reason**

In consideration of the nature of the dispute in this case, the legal statuses of the Plaintiff and the Defendant, the objections filed by the Defendant, and the need to resolve this dispute through a compromise to prevent unnecessary litigation expenses incurred by the continuation of the dispute in this case, the Court decides as indicated above, where the Court accepts most of the Purpose of Claim of the Plaintiff, but each Party bears its own litigation expenses (as for the Defendant's request for debt deduction, the Court deems it more appropriate to resolve the matter through a debtor rehabilitation procedure, rather than this lawsuit). The Court recommends that the Defendant and the Plaintiff consider accepting this Decision, which may be accorded an effect corresponding to a court judgement.

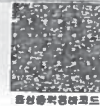
April 21st 2014

Judge Jae Shin Lee



※ Unless an objection is filed against this Decision within two weeks from receiving an authentic copy of this Decision, this Decision carries the same effect as a judicial compromise, which carries the same effect as a final and conclusive judgment.





### Cause for Claim

#### 1. Existence of Basic Creditor-Debtor Relationship

Debtor Jungbu Public Cargo Terminal entered into a loan agreement with the Creditor, under the recognition that the Standard Terms and Conditions on Loan Transaction of Mutual Savings Bank applies to the agreement.

- Below -

(Unit: KRW)

Loans	Type of Loan	Date of Provision	Expiration Date	Loan Amount	Interest Rate	Overdue Interest Rate
1	Note 1) Standard Limit Loan	October 31st 2006	August 31st 2011	6,280,000,000	12% per year	25% per year
2	Standard Loan	December 8th 2006	August 31st 2011	300,000,000	12% per year	25% per year
3	Standard Loan	December 15th 2006	August 31st 2011	300,000,000	12% per year	25% per year
4	Loan Secured by Comprehensive Bankbook	August 31st 2000	August 31st 2011	1,500,000,000	12% per year	25% per year
5	Standard Loan	April 29th 2011	April 29th 2012	750,000,000	13% per year	25% per year
Sum				9,130,000,000		

Note 1) This loan agreement only specifies the loan limit, and the specific loans are provided upon request from the Debtor.

In addition, Debtors TKIC Partners, Co., Ltd., WGF Development, and Tae Sung Kim entered into a comprehensive continuing surety agreement. Under the agreement, the continuing surety limit of Debtors TKIC Partners, Co., Ltd. and WGF Development, Co., Ltd. were KRW 9,420,000,000, KRW 450,000,000, and KRW 450,000,000, respectively, which come to a total of KRW 10,320,000,000. The joint surety limit of Debtor Tae Sung Kim was KRW 9,420,000,000, KRW 450,000,000, KRW 450,000,000, KRW 1,125,000,000, and KRW 2,250,000,000, respectively, which come to a total of KRW 13,695,000,000.

#### 2. Delinquent Payment

Debtor Jungbu Public Cargo Terminal, Co., Ltd., however, lost its benefit of time when it failed to repay the principal and interest of the above loan by the due date. As of December 20th, 2013, the following amount remains unrepaid by the Debtors.

- Below -

(Unit: KRW)

Loans	Loan Type	Principal	Delinquent Period	Number of Days of Delinquent Period	Interest Rate (%)	Interest Receivable	Sum
1	Standard Limit Loan (1~1)	930,000,000	August 28th 2011 ~ August 31st 2011	4	12%	1,223,013	
		930,000,000	September 1st 2011 ~ March 11th 2013	558	25%	355,438,356	
		688,773,200	March 12th 2013 ~ December 19th 2013	283	25%	133,508,777	

Loan s	Loan Type	Principal	Delinquent Period	Number of Days of Delinquent Period	Interest Rate (%)	Interest Receivable	Sum
	Outstanding Principal	688,773,200				490,170,146	1,178,943,346
	Standard Limit Loan (1~2)	650,000,000	August 28th 2011 ~ August 31st 2011	4	12%	854,794	
		650,000,000	September 1st 2011 ~ March 11th 2013	558	25%	248,424,657	
		481,400,600	March 12th 2013 ~ December 19th 2013	283	25%	93,312,582	
	Outstanding Principal	481,400,600				342,592,033	823,992,633
	Standard Limit Loan (1~3)	30,000,000	August 28th 2011 ~ August 31st 2011	4	12%	39,452	
		30,000,000	September 1st 2011 ~ March 11th 2013	558	25%	11,465,753	
		22,218,490	March 12th 2013 ~ December 19th 2013	283	25%	4,306,734	
	Outstanding Principal	22,218,490				15,811,939	38,030,429
	Standard Limit Loan (1~4)	180,000,000	August 28th 2011 ~ August 31st 2011	4	12%	236,712	
		180,000,000	September 1st 2011 ~ March 11th 2013	558	25%	68,794,520	
		133,310,900	March 12th 2013 ~ December 19th 2013	283	25%	25,840,400	
	Outstanding Principal	133,310,900				94,871,632	228,182,532
	Standard Limit Loan (1~5)	450,000,000	August 28th 2011 ~ August 31st 2011	4	12%	591,780	
		450,000,000	September 1st 2011 ~ March 11th 2013	558	25%	171,986,301	
		333,277,300	March 12th 2013 ~ December 19th 2013	283	25%	64,601,010	
	Outstanding Principal	333,277,300				237,179,091	570,456,391
	Standard Limit Loan (1~6)	430,000,000	August 28th 2011 ~ August 31st 2011	4	12%	565,479	
		430,000,000	September 1st 2011 ~ March 11th 2013	558	25%	164,342,465	
		318,465,100	March 12th 2013 ~ December 19th 2013	283	25%	61,729,878	
	Outstanding Principal	318,465,100				226,637,822	545,102,922





Loan s	Loan Type	Principal	Delinquent Period	Number of Days of Delinquent Period	Interest Rate (%)	Interest Receivable	Sum
	Standard Limit Loan (1~7)	80,000,000	August 28th 2011 ~ August 31st 2011	4	12%	105,205	
		80,000,000	September 1st 2011 ~ March 11th 2013	558	25%	30,575,342	
		59,249,300	March 12th 2013 ~ December 19th 2013	283	25%	11,484,624	
	Outstanding Principal	59,249,300				2,165,171	101,414,471
2	Standard Loan	300,000,000	August 28th 2011 ~ August 31st 2011	4	12%	394,520	
		300,000,000	September 1st 2011 ~ March 11th 2013	558	25%	114,657,534	
		157,702,880	March 12th 2013 ~ December 19th 2013	283	25%	30,568,434	
	Outstanding Principal	157,702,880				145,620,488	303,323,368
3	Standard Loan	300,000,000	August 28th 2011 ~ August 31st 2011	4	12%	394,520	
		300,000,000	September 1st 2011 ~ March 11th 2013	558	25%	114,657,534	
		139,281,430	March 12th 2013 ~ December 19th 2013	283	25%	26,997,701	
	Outstanding Principal	139,281,430				142,049,755	281,331,185
4	Loan Secured by Comprehensive Bankbook	986,522,672	August 4th 2011 ~ August 28th 2011	25	13%	8,784,105	
		1,028,945,955	August 29th 2011 ~ August 31st 2011	3	13%	1,099,421	
		1,028,930,200	September 1st 2013 ~ March 11th 2013	283	25%	393,248,665	
		834,392,500	March 12th 2013 ~ December 19th 2013	283	25%	161,734,984	
	Outstanding Principal	834,392,500				564,867,175	1,399,259,675
5	Standard Loan	750,000,000	August 29th 2011 ~ October 31st 2011	64	13%	17,095,890	
		750,000,000	November 1st 2011 ~ March 11th 2013	497	25%	255,308,219	
		483,112,307	March 12th 2013 ~ December 19th 2013	283	25%	93,644,371	
	Outstanding	483,112,307				366,048,480	849,160,787

Loans	Loan Type	Principal	Delinquent Period	Number of Days of Delinquent Period	Interest Rate (%)	Interest Receivable	Sum
	Principal						
	Total	3,651,184,007				2,668,013,732	6,319,197,739

### 3. Calculation of Claimed Amount

For reasons stated above, the Creditor seeks repayment of the following portion of the principal and interest of the loan provided under the said loan agreement between the Creditor and Debtor Jungbu Public Cargo Terminal, Co., Ltd.

- Below -

(Unit: KRW)

Loans	Loan Type	Principal	Delinquent Period	Number of Days of Delinquent Period	Interest Rate (%)	Interest Receivable	Sum
1	Standard Limit Loan (1~1)	275,500,000	August 28th 2011 ~ August 31st 2011	4	12%	362,301	362,301
			September 1st 2011 ~ December 19th 2013	841	25%	158,695,547	434,195,547
	Standard Limit Loan (1~2)	192,500,000	August 28th 2011 ~ August 31st 2011	4	12%	253,150	253,150
			September 1st 2011 ~ December 19th 2013	841	25%	110,885,273	303,385,273
	Standard Limit Loan (1~3)	8,800,000	August 28th 2011 ~ August 31st 2011	4	12%	11,572	11,572
			September 1st 2011 ~ December 19th 2013	841	25%	5,069,041	13,869,041
	Standard Limit Loan (1~4)	53,300,000	August 28th 2011 ~ August 31st 2011	4	12%	70,093	70,093
			September 1st 2011 ~ December 19th 2013	841	25%	30,702,260	84,002,260
	Standard Limit Loan (1~5)	133,300,000	August 28th 2011 ~ August 31st 2011	4	12%	175,298	175,298
			September 1st 2011 ~ December 19th 2013	841	25%	76,784,452	210,084,452
	Standard Limit Loan (1~6)	127,300,000	August 28th 2011 ~ August 31st 2011	4	12%	167,408	167,408
			September 1st 2011 ~ December 19th 2013	841	25%	73,328,287	200,628,287
	Standard Limit Loan (1~7)	23,700,000	August 28th 2011 ~ August 31st 2011	4	12%	31,167	31,167
			September 1st 2011 ~ December 19th 2013	841	25%	13,651,849	37,351,849



			2013				
2	Standard Loan	63,000,000	August 28th 2011 ~ August 31st 2011	4	12%	82,849	82,849
			September 1st 2011 ~ December 19th 2013	841	25%	36,289,726	99,289,726
3	Standard Loan	55,700,000	August 28th 2011 ~ August 31st 2011	4	12%	73,249	73,249
			September 1st 2011 ~ December 19th 2013	841	25%	32,084,726	87,784,726
4	Loan Secured by Comprehensive Bankbook	333,700,000	August 4th 2011 ~ August 31st 2011	28	13%	3,327,857	3,327,857
			September 1st 2011 ~ December 19th 2013	841	25%	192,220,342	525,920,342
5	Standard Loan	193,200,000	August 29th 2011 ~ October 31st 2011	64	13%	4,403,901	4,403,901
			November 1st 2011 ~ December 19th 2013	780	25%	103,216,438	296,416,438
Sum		1,460,000,000				841,886,786	2,301,886,786

#### 4. Bankruptcy

Creditor Tomato Savings Bank, Co., Ltd. was declared bankrupt by Suwon District Court on August 31st 2012, in 2012 Ha Hab 23 Bankruptcy Declaration. The Korea Deposit Insurance Corporation was appointed the Trustee in Bankruptcy for the Bankrupt, and succeeded all rights and obligations of the Creditor.

#### 5. Agreement on Competent Court

In providing the loan in this case, the Creditor provided the Debtors and other concerned parties with copies of the Standard Terms and Conditions on Loan Transaction of Mutual Savings Bank. Under Article 23 of the Standard Terms and Conditions on Loan Transaction of Mutual Savings Bank, the Creditor and the Debtors agreed that the competent course for disputes arising from the agreement is the district court with the jurisdiction over the address of the Creditor's head office and other branches.

#### 6. Conclusion

The Creditor repeatedly sent oral and written demands for the repayment the principal and interest of the said loan. The Debtors, however, have not repaid the amount, deferring its due date instead. Therefore, the Creditor has come to file the claim for the amount specified above, seeking repayment of the said portion of the total debt.

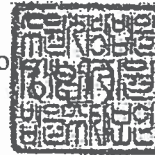


**This is an Authentic Copy.**

April 21st 2014

Seongnam Branch, Suwon District Court

Assistant Court Clerk Gyu Tae Moo



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## 수원지방법원 성남지원

### 화해권고결정

사 건 2014가단8867 대여금  
원 고 파산자 주식회사 토마토저축은행의 파산관재인 예금보험공사  
서울 중구 다동 33  
송달장소 성남시 수정구 신흥동 2476, 3층  
대표자 사장 김주현  
피 고 김태성 (701004-5100277)  
서울 종로구 내수동 167 대우복합빌딩 1105호  
송달장소 서울 서초구 효령로 164, 6-703(방배동, 신동아아파트)

위 사건의 공평한 해결을 위하여 당사자의 이익, 그 밖의 모든 사정을 참작하여 다음과 같이 결정한다.

### 결정사항

1. 원고에게, 피고는 주식회사 중부공용화물터미널과 연대하여 13,695,000,000원의 한도 내에서, 1,460,000,000원 및 그중 933,100,000원에 대하여는 2011. 8. 28.부터 2011. 8. 31.까지는 연 12%, 그 다음날부터 다 갚는 날까지는 연 25%의 각 비율로 계산한 돈을, 333,700,000원에 대하여는 2011. 8. 4.부터 2011. 8. 31.까지는 연 13%, 그 다음날부터 다 갚는 날까지는 연 25%의 각 비율로 계산한 돈을, 193,200,000원에 대하여는 2011. 8. 29.부터 2011. 10. 31.까지는 연 13%, 그 다음날부터 다 갚는 날까지는 연 25%의 각 비율로 계산한 돈을 지급한다.
2. 소송비용은 각자 부담한다.

### 청구의 표시

청 구 취 지

결정사항 1항과 같다.

청 구 원 인

별지 기재와 같다.

### 결정이유

이 사건 분쟁의 성격, 원고 및 피고의 법률상 지위, 피고가 제출한 이의신청서의 내용을 비롯하여 이 사건 분쟁이 계속될 경우 쌍방 간 불필요한 소송비용의 지출 등이 예상되는바 상호 양보 하에 분쟁을 종결시킴으로써 이를 방지할 필요가 있는 점 등 여러 사정을 고려하여 원고의 청구취지를 대부분 반영하되 소송비용에 있어 각자 부담하기로 하는 내용의 결정을 하는바(피고의 채무감액 등 요청은 이 사건 소송절차가 아닌 개인회생 등의 절차를 통하는 것이 적절할 것으로 보인다), 원고와 피고는 판결에 준하는 이 사건 결정의 수용 여부에 관하여 신중히 검토할 것을 권고한다.

2014. 4. 21.

판사 이 재 신



※ 이 결정서 정본을 송달받은 날부터 2주일 이내에 이의를 신청하지 아니하면 이 결정은 재판상 화해와 같은 효력을 가지며, 재판상 화해는 확정판결과 동일한 효력이 있습니다.







## 청 구 이 유

### 1. 기본적 채권채무관계의 성립

채무자 (주)중부공용화물터미널은 채권자와 상호저축은행 여신거래기본약관이 적용됨을 승인하고 아래와 같은 거래 조건으로 여신거래약정을 체결하였습니다.

- 아 래 -

(단위 : 원)

구분	여신과목	신규일자	만기일자	대출금액	이자율	지연이율
1	*1) 일반한도대출	2006.10.31	2011.08.31	6,280,000,000	연 12%	연 25%
2	일반자금대출	2006.12.08	2011.08.31	300,000,000	연 12%	연 25%
3	일반자금대출	2006.12.15	2011.08.31	300,000,000	연 12%	연 25%
4	중합동장대출	2010.08.31	2111.08.31	1,500,000,000	연 13%	연 25%
5	일반자금대출	2011.04.29	2012.04.29	750,000,000	연 13%	연 25%
합계				9,130,000,000		

주1) 이 여신거래약정은 기초적인 한도액을 정하여 약정한 후 구체적인 대출은 채무자의 신청에 의해 개별적으로 발생하는 약정입니다.

또한, 채무자 주식회사 '티케이아이씨파트너스, 주식회사 더블유지오프개발은 근보증한도를 각 금9,420,000,000원, 금450,000,000원, 금450,000,000원, 합계 금10,320,000,000원, 채무자 김태성은 근보증한도를 각 금9,420,000,000원, 금450,000,000원, 금450,000,000원, 금1,125,000,000원, 금2,250,000,000원 합계 금13,695,000,000원으로 하는 포괄근보증계약을 체결하였습니다.

### 2. 채무금의 이행지체

그러나 채무자 (주)중부공용화물터미널은 대출거래약정에 의하여 거래하여, 오던 중 위 채무원금 및 이자 등을 상환하지 않아 기한의 이익을 상실하였고, 2013. 12. 20. 현재 채무자는 아래와 같은 금원을 변제하지 않고 있습니다.





- 아 래 -

(단위 : 원)

구분	대출과목	원 금	연체기간	연체 일수	이율 (%)	미수이자	합계
1	일반한도대출 (1~1)	930,000,000	2011.08.28 ~ 2011.08.31	4	12%	1,223,013	
		930,000,000	2011.09.01 ~ 2013.03.11	558	25%	355,438,356	
		688,773,200	2013.03.12 ~ 2013.12.19	283	25%	133,508,777	
	최종원금잔액	688,773,200				490,170,146	1,178,943,346

구분	대출과목	원 금	연체기간	연체 일수	이율 (%)	미수이자	합계
1	일반한도대출 (1~2)	650,000,000	2011.08.28 ~ 2011.08.31	4	12%	854,794	
		650,000,000	2011.09.01 ~ 2013.03.11	558	25%	248,424,657	
		481,400,600	2013.03.12 ~ 2013.12.19	283	25%	93,312,582	
	최종원금잔액	481,400,600				342,592,033	823,992,833
	일반한도대출 (1~3)	30,000,000	2011.08.28 ~ 2011.08.31	4	12%	39,452	
		30,000,000	2011.09.01 ~ 2013.03.11	558	25%	11,465,753	
		22,218,490	2013.03.12 ~ 2013.12.19	283	25%	4,306,734	
	최종원금잔액	22,218,490				15,811,939	38,030,429
	일반한도대출 (1~4)	180,000,000	2011.08.28 ~ 2011.08.31	4	12%	236,712	
		180,000,000	2011.09.01 ~ 2013.03.11	558	25%	68,794,520	
		133,310,900	2013.03.12 ~ 2013.12.19	283	25%	25,840,400	
	최종원금잔액	133,310,900				94,871,632	228,182,532
	일반한도대출 (1~5)	450,000,000	2011.08.28 ~ 2011.08.31	4	12%	591,780	
		450,000,000	2011.09.01 ~ 2013.03.11	558	25%	171,986,301	
		333,277,300	2013.03.12 ~ 2013.12.19	283	25%	64,601,010	
	최종원금잔액	333,277,300				237,179,091	570,456,391
	일반한도대출 (1~6)	430,000,000	2011.08.28 ~ 2011.08.31	4	12%	565,479	
		430,000,000	2011.09.01 ~ 2013.03.11	558	25%	164,342,465	
		318,465,100	2013.03.12 ~ 2013.12.19	283	25%	61,729,878	



	최종원금잔액	318,485,100				226,637,822	545,102,922
	일반한도대출 (1~7)	80,000,000	2011.08.28 ~ 2011.08.31	4	12%	105,205	
		80,000,000	2011.09.01 ~ 2013.03.11	558	25%	30,575,342	
		59,249,300	2013.03.12 ~ 2013.12.19	283	25%	11,484,624	
	최종원금잔액	59,249,300				42,165,171	101,414,471

구분	대출과목	원 금	연체기간	연체 일수	이율 (%)	미수이자	합계
2	일반자금대출	300,000,000	2011.08.28 ~ 2011.08.31	4	12%	394,520	
		300,000,000	2011.09.01 ~ 2013.03.11	558	25%	114,657,534	
		157,702,880	2013.03.12 ~ 2013.12.19	283	25%	30,568,434	
	최종원금잔액	157,702,880				145,620,488	303,323,368
3	일반자금대출	300,000,000	2011.08.28 ~ 2011.08.31	4	12%	394,520	
		300,000,000	2011.09.01 ~ 2013.03.11	558	25%	114,657,534	
		139,281,430	2013.03.12 ~ 2013.12.19	283	25%	26,997,701	
	최종원금잔액	139,281,430				142,049,755	281,331,185
4	종합통장대출	986,522,672	2011.08.04 ~ 2011.08.28	25	13%	8,784,105	
		1,028,945,955	2011.08.29 ~ 2011.08.31	3	13%	1,099,421	
		1,028,930,200	2011.09.01 ~ 2013.03.11	558	25%	393,248,665	
		834,392,500	2013.03.12 ~ 2013.12.19	283	25%	161,734,984	
	최종원금잔액	834,392,500				564,867,175	1,399,259,675
5	일반자금대출	750,000,000	2011.08.29 ~ 2011.10.31	64	13%	17,095,890	
		750,000,000	2011.11.01 ~ 2013.03.11	497	25%	255,308,219	
		483,112,307	2013.03.12 ~ 2013.12.19	283	25%	93,644,371	
	최종원금잔액	483,112,307				366,048,480	849,160,787
	합 계	3,851,184,007				2,668,013,732	6,319,197,739



3. 청구금액 산정 내역

이에 신청 채권자는 채무자 (주)중부공용화물터미널의 위 대출거래약정에 의한 채무원금 및 이자 중 아래와 같이 일부를 청구하고자 합니다.

- 아 래 -

(단위 : 원)

구분	대출과목	원 금	연체기간	연체 일수	이율 (%)	미수이자	합계
1	일반한도대출 (1~1)	275,500,000	2011.08.28 ~ 2011.08.31	4	12%	362,301	362,301
			2011.09.01 ~ 2013.12.19	841	25%	158,695,547	434,195,547
	일반한도대출 (1~2)	192,500,000	2011.08.28 ~ 2011.08.31	4	12%	253,150	253,150
			2011.09.01 ~ 2013.12.19	841	25%	110,885,273	303,385,273
	일반한도대출 (1~3)	8,800,000	2011.08.28 ~ 2011.08.31	4	12%	11,572	11,572
			2011.09.01 ~ 2013.12.19	841	25%	5,069,041	13,869,041
	일반한도대출 (1~4)	53,300,000	2011.08.28 ~ 2011.08.31	4	12%	70,093	70,093
			2011.09.01 ~ 2013.12.19	841	25%	30,702,260	84,002,260
	일반한도대출 (1~5)	133,300,000	2011.08.28 ~ 2011.08.31	4	12%	175,298	175,298
			2011.09.01 ~ 2013.12.19	841	25%	76,784,452	210,084,452
	일반한도대출 (1~6)	127,300,000	2011.08.28 ~ 2011.08.31	4	12%	167,408	167,408
			2011.09.01 ~ 2013.12.19	841	25%	73,328,287	200,628,287
	일반한도대출 (1~7)	23,700,000	2011.08.28 ~ 2011.08.31	4	12%	31,167	31,167
			2011.09.01 ~ 2013.12.19	841	25%	13,651,849	37,351,849
2	일반자금대출	63,000,000	2011.08.28 ~ 2011.08.31	4	12%	82,849	82,849
			2011.09.01 ~ 2013.12.19	841	25%	36,289,726	99,289,726
3	일반자금대출	55,700,000	2011.08.28 ~ 2011.08.31	4	12%	73,249	73,249
			2011.09.01 ~ 2013.12.19	841	25%	32,084,726	87,784,726
4	증합통장대출	333,700,000	2011.08.04 ~ 2011.08.31	28	13%	3,327,857	3,327,857
			2011.09.01 ~ 2013.12.19	841	25%	192,220,342	525,920,342





5	일반자금대출	193,200,000	2011.08.29	64	13%	4,403,901	4,403,901
			2011.10.31				
			2011.11.01	780	25%	103,216,438	296,416,438
			2013.12.19				
합계		1,460,000,000				841,886,786	2,301,886,786

#### 4. 회사의 파산

채권자 주식회사 토마토저축은행은 2012. 8. 31. 수원지방법원 2012하합 23 파산 선고에 따라 파산관재인으로 예금보험공사가 선임되어 동 법인이 채권자의 권리의무를 모두 승계하였습니다.

#### 5. 관할법원의 합의

채권자는 이 사건 대출을 취급하면서 채무자 등 채무관계인에게 상호저축은행 여신거래기본약관을 교부하였으며, 「상호저축은행 여신거래기본약관 제23조에 따라 채권자, 본점 또는 다른 영업점의 소재지 지방법원을 관할법원으로 하기로 한다」 라고 합의 하였습니다.

#### 6. 결 론

이에 채권자는 채무자들에게 대여금 및 이에 대한 이자금 등을 지급하여 줄 것을 구두, 서면을 통해 누차 독촉하였으나 채무자들은 차일피일 기일만 미루고 있어, 채권자는 총 채권 금액 중 신청취지 기재 청구금액을 지급 받고자 총 채권금액중 본 신청과 같이 일부금을 청구하기에 이르렀습니다.

2014. 1. 15.



정본입니다.

2014. 4. 21.

수원지방법원 성남지원

법원주사보 문규태



※ 각 법원 민원실에 설치된 사건검색 컴퓨터의 발급번호조회 메뉴를  
이용하거나, 담당 재판부에 대한 문의를 통하여 이 문서 하단에 표시된  
발급번호를 조회하시면, 문서의 위,변조 여부를 확인하실 수 있습니다.



위 번역문은 원문과 상위없음을 서약  
합니다.

2016년 11월 04일

서약인 강 한 나



I swear that the attached translation is  
true to the original.

Nov. 4, 2016

Signature

Kang Hanah

등부 2016 년 제 680호

Registered No. 2016-680

인 증

Notarial Certificate

위 번역자 강한나-----은  
본 공증인의 면전에서 위 번역문이 원  
문과 상위없음을 확인하고 서명날인  
하였다.

Hannah Kang----- personally  
appeared before me, confirmed that  
the attached translation is true to the  
original and subscribed his(her) name.

2016년 11월 04일

이 사무소에서 위 인증한다.

This is hereby attested on this  
4th day of Nov. 2016 at this office.

공증  
인가 법무법인 유일

YUIL LAW  
& NOTARY OFFICE Inc.

서울중앙지방검찰청

Seoul Central District Prosecutor's Office

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Seocho-gu, Seoul, Korea

공증담당변호사

류 경 렬

Signature of the Notary Public

Ryu Kyung Yul

This office has been authorized by the  
Minister of Justice, the Republic of  
Korea, to act as Notary Public Since  
16, Feb. 2004 Under Law No.294.